

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF UNION

ANTHONY and
KIMBERLY HILTON

Plaintiff,

v.

INDEMNITY INSURANCE
COMPANY OF NORTH AMERICA

Defendant.

CASE NO. 16-01-50190

SUMMONS


RECEIVED

JAN 22 2016

ACE INCOMING LEGAL

TO: Indemnity Insurance Company
of North America
c/o Patti Dietz, Registered Agent
12909 SW 68th Parkway, Suite 450
Portland, OR 97223

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and defend the Complaint against Indemnity Insurance Company of North America (Indemnity) in the above-entitled cause within thirty (30) days from the date of service of this Summons upon Indemnity; and in case of Indemnity's failure to do so, for want thereof, plaintiff Anthony and Kimberly Hilton will apply to the court for the relief demanded for in their Complaint.


Wes Williams, OSB# 964602
Attorney for Plaintiff
115 Elm Street
La Grande, Oregon 97850
telephone: (541) 962-0896
facsimile: (541) 962-7831
email wes@weswilliamsattorney.com

Wes Williams
Attorney at Law
115 Elm Street
La Grande, OR 97850
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NOTICE TO DEFENDANT


READ THESE PAPERS CAREFULLY!

You must "appear" in this case or the plaintiffs will win automatically. To "appear" you must file with the Court a legal paper called a "motion" or an "answer." The "motion" or "answer" must be given to the court clerk or administrator within thirty (30) days along with the required filing fee. It must be in proper form and have proof of service on the plaintiffs' attorney.


If you have any questions, you should see an attorney immediately. If you need help in finding an attorney, you may call the Oregon State Bar Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-7636.

STATE OF OREGON)
) ss.
County of Union)

I, the undersigned attorney of record for the plaintiffs, certify that the foregoing is an exact and complete copy of the original summons in the above-entitled action.


Wes Williams, OSB #964602
Attorney for Plaintiff

TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby directed to serve a true copy of this summons, together with a true copy of the Complaint mentioned herein, upon the individual or other legal entity to whom or which this summons is directed, and to make your proof of service upon a separate similar document which you shall attach hereto.


Wes Williams, OSB #964602
Attorney for Plaintiff

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PROOF OF SERVICE

STATE OF OREGON)
) ss.
County of UNION)

I hereby certify that I made service of the foregoing Summons upon Indemnity Insurance Company of North America by delivering or leaving a true copy of the aforementioned documents, certified to be such by the attorney for Plaintiffs, as follows:

Personal Service

By delivering such true copy to _____ personally and in person at _____, Oregon _____, on _____, 2016, at _____ o'clock _____ m.

Substituted Service

By delivering such true copy at _____ dwelling house or usual place of abode, to-wit: _____ to _____, who is a person over the age of 14 years and a member of the household

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1 – PROOF OF SERVICE CERTIFICATE

Wes Williams
Attorney at Law
115 Elm Street
La Grande, OR 97850
Ph. (541) 962-0896

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3 of _____, on _____, 2016, at _____
4 o'clock _____ .m.

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6 **Office Service**

7 By leaving such true copy at the office which _____ maintains
8 for the conduct of business at _____, with _____
9 _____, the person who is apparently in charge, on _____, 2016,
10 at _____ o'clock _____ .m.

11 I further certify that I am a competent person 18 years of age or older and a resident of
12 the State of Oregon; that I am not a party to the action, nor attorney for any party named in the
13 action; and that the person served by me is the identical person named herein.
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15 Dated this _____ day of _____, 2016.
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Wes Williams
Attorney at Law
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name of process server

address

telephone number

2 – PROOF OF SERVICE CERTIFICATE

FILED AT 11:35
TRIAL COURT ADMINISTRATION

CERTIFIED TRUE COPY

JAN 11 2016

CIRCUIT COURT
UNION COUNTY OREGON

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF UNION

ANTHONY and
KIMBERLY HILTON

Plaintiffs,

v.

INDEMNITY INSURANCE
COMPANY OF NORTH AMERICA

Defendant.

CASE NO. 16-01-50190

COMPLAINT
(Breach of Contract)

CLAIM NOT SUBJECT TO
MANDATORY ARBITRATION
Claim of more than \$10,000

Jury Trial Requested

Plaintiffs allege as follows:

FIRST CLAIM FOR RELIEF
(Breach of Contract)

1.

At all times herein mentioned Plaintiffs were and now are residents of Union County,
Oregon.

2.

Defendant is and at all times herein mentioned was a corporation, and is an active
corporation organized and existing under the laws of the State of Oregon, and engaged in
business as an insurer, pursuant to the general insurance laws of Oregon.

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3.

At all times herein mentioned, Plaintiffs were and now are the owners in fee simple of certain real property located at 62209 Gaertner Lane, City of La Grande, County of Union, State of Oregon, together with a dwelling house and outbuildings situated thereon.

4.

On or about December 5, 2014, in consideration of a premium of \$2,915.00, Defendant issued and delivered to Plaintiffs its farm owners policy number FO-227597, under the terms of which Defendant insured Plaintiffs barns, outbuildings, and other farm structures for direct physical loss of or damage to covered property at the "insured location" described in the Declarations, or elsewhere as expressly provided in the barns, outbuildings, and other farm structures coverage form, in the total sum of \$412,000.00, and for the period beginning on December 5, 2014 and ending on December 5, 2015.

5.

On or about April 15, 2015, while the above-mentioned policy was in full force and effect, wind blew a panel of roofing up from Plaintiffs' barn. When it lifted, it revealed rain damage to sheathing below.

6.

On or about April 22, 2015, Plaintiffs inspected their roof. During inspection, it was discovered that a construction defect was the cause of the water damage to the roof.

2 – COMPLAINT

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Plaintiffs notified Defendant of the damage to their roof, and provided proof of loss, secured an estimate from a disinterested contractor as to the damages, and presented it to Defendant, and performed every condition of the policy on their part.

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The actual and necessary cost for repairing and replacing the property damaged as alleged above, with material of like kind and quality within a reasonable time after the loss was and is the sum of \$109,105.30.

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Defendant has failed and refused and continues to fail and refuse to pay Plaintiffs their claim of \$109,105.30, in violation of the policy.

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Defendant is liable to Plaintiffs under the terms of the policy in the sum of \$109,105.30, with interest at the rate of 9% per annum, no part of which has been paid.

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Plaintiffs are also due their reasonable attorney fees incurred in enforcing the insurance policy, pursuant to ORS 742.061.

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SECOND CLAIM FOR RELIEF
(Breach of Contract)

12.

Plaintiffs reallege and incorporate by this reference the allegations in paragraphs 1, 2, 3, 4, 5, 7, 8, 9, 10, and 11.

13.

The insurance policy provides coverage if Plaintiffs' barn was damaged by a windstorm, wherein wind or hail damaged roofs or walls through which rain, snow, sleet, sand, or dust entered.

14.

While the above mentioned policy was in full force and effect wind damaged the roof of Plaintiffs' barn through which rain, snow, and/or sleet entered, causing further damage to their barn roof.

15.

The above mentioned damage to Plaintiffs' barn roof was discovered on or about April 22, 2015.

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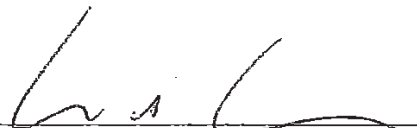
Wes Williams
Attorney at Law
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Ph. (541) 962-0896

WHEREFORE, Plaintiffs request:

1. Judgment against Defendant in the amount of \$109,105.30, with interest on such amount at the rate of 9% per annum from the date this complaint is filed, until paid, pursuant to ORS 82.010;
2. their reasonable attorney fees incurred in enforcing the insurance policy, pursuant to ORS 742.061;
3. their prevailing party fees, pursuant to ORS 20.190;
4. costs and disbursements; and
5. such other and further relief as the court deems just and equitable.

DATED this 11 day of January, 2016.

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